

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Edward L. Blum, Esq.
Firm Name: LAW OFFICES OF EDWARD L. BLUM
Address: 201 19th Street, Suite 200
City/State/Zip: Oakland, California 94612
Telephone: (510) 452-4400 Fax: (510)452-4406
Email: edblum@blumlaw.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

___ Judicial Arbitration x Mediation ___ Neutral Evaluation ___ Private Arbitration

3. EDUCATION:

<u>Dates (from-to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
9/64-6/68	U.C. Berkeley	BA
9/68-6/71	U.C. Davis School of Law	JD

4. LEGAL EXPERIENCE: State Bar No. 50143 Date Admitted: 1/72

A. Are you a member in good standing of the State Bar of California? X Yes ___ No

B. Are you a retired judicial officer? ___ Yes X No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? X Yes ___ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? X Yes ___ No

Approximately what percentage of your practice involves litigation? 90 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs _____% ; of defendants _____%?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials NONE; Court Trials 2-3; Mediations 40 OR MORE; Arbitrations 5-7;

G. Describe any legal publications or teaching you have done: Guest lecturer at Boalt Hall and S.F. Law School; judging moot court competition at Boalt Hall

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Mediation Training	Steven Rosenberg Mediation Office	40	10/01

- A. Number of years experience as: mediator 1 + ; arbitrator 20; neutral evaluator ____;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Alameda County and Contra Costa Superior Courts
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Contra Costa Superior Court
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. Real Estate – transaction; brokerage; construction;
 2. Commercial – contract; partnership; corporate
 3. Personal Injury – soft tissue
- E. Is your ADR style best described as X facilitative or X evaluative/directive? (facilitative is preferable, though evaluative will be offered if parties and/ or counsel request)
- F. Describe any ADR related publications or training you have done: None
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).
- Court referrals: 2 hours free, including 1 hour prep and 1 hour in session. After 2 hours or if no court referral, then: \$300 / hr for 2- party; \$350 per hour for 3-party; \$400 for 4 or more party – plus travel time, if required*

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: None
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: None
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office; ____ other (please describe: _____)
- D. You are available to conduct ADR proceedings: X during regular office hours; ____ evenings by appointment; ____ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: complaint, answer with affirmative defenses, short memorandum with key legal citations – prefer memoranda exchanged among counsel in advance. Prefer client participation

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any,

and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	10%		20%		
Civil Rights					
Collections					
Construction	20%				
Contracts	30%		20%		
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto			Not preferred		
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property	50%		60%		
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

AGREEMENT TO MEDIATE

This agreement, is made this _____ day of _____, 200__, between the undersigned Participants, and EDWARD L. BLUM hereinafter referred to as "Mediator." This agreement may be executed in counterparts.

1. The parties agree to submit their dispute to mediation conducted by the Mediator. Participants understand that mediation is entirely voluntary and any party may terminate it at any time. The Mediator has no power to decide issues or make decisions for the parties. Nor is the Mediator acting as a representative or advocate for any of the parties and therefore is not providing legal advice or counsel for any participant. The parties are advised and encouraged to obtain legal advice throughout the mediation process and before signing any settlement agreement. The mediator's role will be to assist in the negotiation by facilitating the parties' communication. No guarantee of a specific outcome is made.

2. The Mediator may hold sessions/caucuses with only one party. Such caucuses are designed to improve the Mediator's understanding of the Participant's position and to explore options. Information gained by the Mediator during a caucus remains confidential unless the Participant agrees to allow the Mediator to share the information with other Participants.

3. All communications in connection with the mediation are confidential pursuant to California Evidence §§1115-1128. The undersigned parties and counsel agree that Ev.C. §1125(a)5 shall not apply and thus the mediation (for purposes of confidentiality) shall continue until a party notifies the other party(ies) that the mediation has ended. Thus, further communication with the mediator shall be confidential under the meaning of Ev.C. §1115-1128.

4. Participants agree that the Mediator (or any member of his staff) will not be called to testify regarding their dispute or to provide any materials from the mediation in any discovery or court proceedings.

5. Participants agree to pay the Mediator's fee for services rendered as follows:

- a. 2-party: \$300.00 per hour (\$150 per hour per party).
- b. 3-party: \$350.00 per hour (\$116.66 per hour per party).
- c. 4+ party \$400.00 per hour

6. Fees are charged for time spent in preparation for the mediation (reviewing briefs/statements, site inspection, etc.), the mediation session, telephone calls and travel time. Fees are based on time expended by Mediator. The Participants shall share fees equally, unless a different arrangement is made. Participants agree to make a total deposit of \$_____ for seven (7) hours of mediation, plus one (1) hour anticipated for review of legal memoranda and administrative matters. A final billing will follow the mediation.

Mediator

Participant

Participant